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5 **UNITED STATES DISTRICT COURT**
6 **WESTERN DISTRICT OF WASHINGTON**
7 **AT SEATTLE**

8 RICK LARSEN, individually and on behalf of all others similarly situated,

9 *Plaintiff,*

10 v.

11 PTT, LLC, a Delaware limited liability
12 company, d/b/a HIGH 5 GAMES, LLC, a
13 Delaware limited liability company,

14 *Defendant.*

No. 3:18-cv-05275-RSL

**STIPULATION AND ORDER RE
AGREED RIDER TO PROTECTIVE
ORDER REGARDING THE USE AND
DISCLOSURE OF DISCOVERY
PRODUCED BY NONPARTY META
PLATFORMS, INC.**

1 This agreement is entered into between and among nonparty Meta Platforms, Inc. (“Meta”) 2 and PTT, LLC (dba High 5 Games, LLC), the Defendant in *Larsen v. PTT, LLC*, No. 3:18-cv- 3 05275-RSL, (the “Action”). Defendant and Meta anticipate that Meta will produce to Defendant’s 4 counsel documents in this action that contain sensitive information. This agreement is intended to 5 supplement the protective order entered by the Court on September 19, 2018 (ECF No. 51) 6 (“Protective Order”).

7 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court finds good cause 8 for the following Agreed Rider To Protective Order Regarding The Use And Disclosure Of 9 Discovery Produced By Nonparty Meta Platforms, Inc. (“Rider”).

10 **PURPOSES AND LIMITATIONS**

11 The discovery produced by Meta in this Action in response to the December 1, 2023 12 subpoena issued to Meta by Defendant (“Meta Protected Material”) shall be used by Defendant in 13 connection with this case only for prosecuting, defending, or attempting to settle this litigation. 14 Meta Protected Material shall not be used directly or indirectly for any other purpose whatsoever.

15 **SCOPE**

16 The protections conferred by this Rider cover not only the Meta Protected Material 17 governed by this Rider as addressed herein, but also any information copied or extracted therefrom, 18 as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, 19 or presentations by the Defendant or their counsel in court or in other settings that might reveal 20 Meta Protected Material.

21 Nothing in this Rider shall prevent or restrict Meta’s own disclosure or use of its own Meta 22 Protected Material for any purpose, and nothing in this Rider shall preclude Meta from showing 23 its Meta Protected Material to an individual who prepared the Meta Protected Material.

24 **DURATION**

25 Even after the termination of this case, the confidentiality obligations imposed by this 26 Order shall remain in effect until a Producing Party agrees otherwise in writing or a court order 27 otherwise directs, subject to the Final Disposition clause herein.

ACCESS TO META PROTECTED MATERIAL

Basic Principles. All Meta Protected Material shall be used in connection with this case only for prosecuting, defending, or attempting to settle this litigation, and not for any other purpose whatsoever, including without limitation any other litigation, patent prosecution or acquisition, patent reexamination or reissue proceedings, or any business or competitive purpose or function.

Secure Storage, No Export. Meta Protected Material must be stored and maintained by a Receiving Party at a location in the United States and in a secure manner that ensures that access is limited to the persons authorized under this Rider. To ensure compliance with applicable United States Export Administration Regulations, Meta Protected Material may not be exported outside the United States or released to any foreign national (even if within the United States).

Limitations. Nothing in this Rider shall restrict in any way Meta's use or disclosure of its own Meta Protected Material.

Designation. For the avoidance of doubt, all Meta Protected Material shall be treated as if designated "CONFIDENTIAL" under the Protective Order regardless of whether the Meta Protected Material has been stamped or marked in accordance with that Order.

SUBPOENAS OR COURT ORDERS

If at any time Meta Protected Material is subpoenaed by any court, arbitral, administrative, or legislative body, the party to whom the subpoena or other request is directed shall immediately give prompt written notice thereof to Meta and to its counsel and shall provide Meta with an opportunity to move for a protective order regarding the production of Meta Protected Materials implicated by the subpoena.

FILING PROTECTED MATERIAL

Before filing Meta Protected Material or discussing or referencing such material in court filings, the Defendant shall confer with Meta to determine whether Meta will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures that

1 must be followed and the standards that will be applied when a party seeks permission from the
2 court to file material under seal.

3 **INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER**

4 In the event of a disclosure of any Meta Protected Material pursuant to this Rider to any
5 person or persons not authorized to receive such disclosure under this Rider, or in any circumstance
6 not authorized under this Rider, the party responsible for having made such disclosure, and each
7 party with knowledge thereof, must immediately notify counsel for Meta (a) in writing, (b) use its
8 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
9 persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request
10 such person or persons execute the "Acknowledgment and Agreement to Be Bound" that is
11 attached hereto as Exhibit A.

12 Unauthorized or inadvertent disclosure does not change the status of Meta Protected
13 Material or waive the right to hold the disclosed document or information as Protected.

14 **FINAL DISPOSITION**

15 Within 60 days after the termination of this Action, including all appeals, each recipient
16 of Meta Protected Material must return all such material to Meta, including all copies, extracts
17 and summaries. Alternatively, the parties may agree upon appropriate methods of destruction.

18 **MISCELLANEOUS**

19 Termination of Matter and Retention of Jurisdiction. The Defendant and Meta agree that
20 the terms of this Rider shall survive and remain in effect after the Final Determination of the
21 Actions. The Court shall retain jurisdiction after Final Determination of the matter to hear and
22 resolve any disputes arising out of this Rider.

23 Successors. This Rider shall be binding upon Meta and the Defendant, their attorneys, and
24 their successors, executors, personal representatives, administrators, heirs, legal representatives,
25 assigns, subsidiaries, divisions, employees, agents, retained consultants and experts, and any
26 persons or organizations over which they have direct control.

Discovery Rules Remain Unchanged. Nothing herein shall alter or change in any way the discovery provisions of the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the Western District of Washington, or the Court's own orders. Identification of any individual pursuant to this Rider does not make that individual available for deposition or any other form of discovery outside of the restrictions and procedures of the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for Western District of Washington, or the Court's own orders.

Respectfully submitted,

Dated: January 3, 2024

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ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated this 5th day of January, 2024.


ROBERT S. LASNIK
UNITED STATES DISTRICT JUDGE

EXHIBIT A

I, _____, acknowledge and declare that I have received a copy of the Agreed Rider To Protective Order Regarding The Use And Disclosure Of Discovery Produced By Nonparty Meta Platforms, Inc. ("Rider") in *Larsen v. PTT, LLC*, No. 3:18-cv-05275-RSL, United States District Court, District of Washington, Western District. Having read and understood the terms of the Rider, I agree to be bound by the terms of the Rider and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Rider.

Name of individual: _____

Present occupation/job description: _____

Name of Company or Firm: _____

Address: _____

Dated: _____

[Signature]